

August 18, 2011

**Secretary of State (SOS) VoteCal Project
RFP SOS 0890-46
Question and Answer set #5**

To All Interested Bidders:

Attached are questions from Vendors along with the State's response. In the event of a conflict in content between the State's electronically released document and the Bidder submitted document, the State's document will prevail.

If you have questions please contact me via e-mail at: Regina.weary@dgs.ca.gov or by telephone at (916) 375-4554.

Sincerely,

/Signature on File/

Regina Weary
Procurement Official

# RFP	REFERENCE	BIDDER QUESTION	STATE RESPONSE
1	Section III – Current System and Opportunities	In reference to Table III.7: a. Is the State proposing to purchase new computer hardware for the Counties? b. If not, do you expect the County to purchase new equipment? c. If not, do you expect the solution to run on the equipment shown in the table?	a. No. b. No. c. The VoteCal solution will not use the existing CalVoter workstations. Because the Counties will interface with VoteCal through their EMS' only.
2	Section III – Current System and Opportunities	In reference to Table III.9, is the State proposing to purchase new operating system software for SOS workstations to bring them up to a current release product?	Incorrect reference - Table III.9 references Application Development Software Description but Bidder's question appears related to workstation software. Please resubmit question and clarify RFP reference on or before the next Key Action Date (KAD) event for submitting Bidder questions and requests to change requirements (KAD for event #14).
3	Section IV – Proposed System and Business Process	In reference to Page IV-7, Paragraph 3, are the image sources for the signature and VRC currently available via an external interface?	No. An interface between Counties and CalVoter exists; however, images and digitized signatures are not transmitted.
4	Section IV – Proposed System and Business Process	In reference to Page IV-7, Section 4 (a): a. Is the State mandating the CDL/ID itself be used as the UID? b. If not, may the UID be uniquely tied to the CDL/ID but in an independent format?	a. HAVA mandates that CDL/ID be used for the Voter Registration UID <i>unless</i> none exists. Please see the bulleted list in VoteCal RFP Section IV.D – Business Benefits (page IV-5), in particular the bulleted item that begins “ <u>Assign a Unique Identifier</u> ,” for specific information on this topic. b. See response to 4.a.

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5	Section IV - Proposed System and Business Processes	Would the State be willing to accept a copy of the Source code and a license to use, access and modify the VoteCal System Software as opposed to requiring full ownership, use, access and modifications rights to all VoteCal System Software provided?	No. Please refer to the definition of VoteCal System Software in the glossary. Under that definition, the State will own anything that is developed or modified by the Contractor to meet the requirements for the VoteCal System. The State will correct any inconsistencies in software related terms in a future addendum.
6	Section IV – Proposed System and Business Processes	<p>Clarification: Contractor cannot accept liability (including any increased expenses) associated with any delays or dependencies related to 3rd party vendors of the counties, availability of county staff and/or county SMEs, etc. for example, see Section IV Proposed System and Business Processes, Page IV-6, Item 3.</p> <p>Contractor proposes that should delays attributable to SOS or County third party staff, vendors or SMEs result in project delays in excess of five (5) days (in the aggregate), then the parties shall negotiate an equitable change in compensation to Contractor, reduction in scope of the project, or other mutually agreeable resolution to increased expense to Contractor. Would the State agree to this?</p>	No, the State will not agree to the Bidder's proposed change. The RFP currently defines processes that could be used should the State or the Contractor identify unexpected problems or challenges that may warrant a change to the Contract's schedule, scope or resources. Attachment 1, Section 8 – Change Control Procedures and Section 9 - Problem Escalation describe processes available to assist the State and the Contractor resolve such matters.

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7	Section IV – Proposed System and Business Processes	<p>Contractor proposes the SOS change the final acceptance and transfer of the VoteCal System be upon completion of Deliverable VI.7 VoteCal System Final Deployment Report.</p> <p>Would the SOS be willing to make this change including the transfer of title and ownership for hardware and software?</p>	Yes. The State will revise the RFP to specify that <i>VoteCal System Acceptance</i> is conditioned upon Phase VI deliverables and related criteria. The State will also revise the RFP so the Contractor transfer of title, ownership and licenses for VoteCal System Software and hardware will occur upon <i>VoteCal System Acceptance</i> . The State will revise the <i>VoteCal System Acceptance</i> criteria specified in Attachment 1 Section 10 (e) – Full VoteCal System Acceptance to align with Phase VI (including but not limited to SOS Acceptance of Deliverable VI.7). These changes will be made in a future Addendum.
8	Section V - Administrative requirements	Would the State be willing to allow the Contractor to use commercially reasonable efforts to obtain the described written acceptance by 3 rd party software provider?	No.
9	Section V - Administrative requirements	Contractor respectfully requests an opportunity to review the form of confidentiality agreement the SOS requires Contractor staff to execute if different from the Exhibit V.1.	The Confidentiality Agreement will be published to the Bidder's Library. (Please see http://www.sos.ca.gov/elections/votecal/bidders-library).

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10	Section V - Administrative requirements	Bidder understands it is SOS' intent to procure the proposed solution in the "most value effective manner" and acknowledges Section 6 Third Party Licensing Requirement (page 79/80) may be waived by the State on a case-by-case basis, if in the best interests of the State. To that end, SOS would benefit financially by either (1) purchasing and licensing third-party software licenses through the State's solicited and established large account reseller (LAR) enterprise agreement or alternatively (2) Prime Contractor subcontracts directly with the reseller who would then provide the licenses directly to the State, rather than such software being purchased and licensed directly through the successful Bidder/Prime Contractor. Bidder/Prime Contractor would however coordinate and control all billing and payment ("all funding and payment remain under a single contract between SOS and the Prime Contractor") with third party software providers, so State wouldn't have to. Considering the financial benefit with no additional inconvenience to the State, would State consider waiving Section 6 and be amenable to either of the above scenarios?	No.
11	Section V - Administrative requirements	Would the State consider changing the language to "Contractor shall hold licenses until acceptance of Deliverable VI.7?"	Yes. Please see the State's response to Q&A item #7 earlier in this document for a fuller explanation of the State's intention to change <i>VoteCal System Acceptance</i> criteria to align with the end of Phase VI – Deployment and Cutover (inclusive of Deliverable VI.7) and to revise the RFP so referenced transfers occur upon <i>VoteCal System Acceptance</i> . The described revisions will be included in a future Addendum.

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12	Section V - Administrative requirements	<p>a. Please clarify that the SOS intends to receive a license for the Software which is owned by the Contractor vs. owning the software.</p> <p>b. Would the SOS be willing to change the timing of the transfer to the State at the conclusion of Phase VI, Deployment and Cutover?</p>	<p>a. No. See Attachment 1 – Statement of Work, Section 12 – Software Provisions. The State’s rights to the Contractor’s Commercial Proprietary Product(s), custom-developed software (VoteCal System Software) and Third Party Software are fully described in those sections.</p> <p>b. Yes. Please see the State’s response to Q&A item #7 earlier in this document for a fuller explanation of the State’s intention to change <i>VoteCal System Acceptance</i> criteria to align with the end of Phase VI – Deployment and Cutover (inclusive of Deliverable VI.7) and to revise the RFP so that the referenced transfers occur upon the revised <i>VoteCal System Acceptance</i>. The revisions will be included in a future Addendum.</p>
13	Section V - Administrative requirements	Will the State remove the sentence “Failure to so comply will be subject this company to liability, both criminal and civil, including all damages to the State and third parties? I authorize the State to inspect and verify the above”?	No. State law prohibits the release of voter registration data and the Contractor must be liable for any unauthorized release of this data.
14	Section V - Administrative requirements	<p>Proposed language: The Letter of Credit must remain in effect through acceptance of Deliverable VI.7, VoteCal System Final Deployment Report.</p> <p>Will the SOS be willing to change the requirement for the Letter of Credit?</p>	Yes. The State will revise the RFP so that the Letter of Credit requirement ends upon <i>VoteCal System Acceptance</i> . Please see the State’s response to Q&A item #7 earlier in this document to understand the State’s intention to revise the criteria associated with <i>VoteCal System Acceptance</i> (which will include but not be limited to the State’s Acceptance of Deliverable VI.7).

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15	Section VI – Project Management, Business, and Technical Requirements	In reference to Page VI-15, Table VI.1, Req. #S1.6, is the State planning on contracting with EMS vendors to remediate their solutions to accomplish the ability to “access VoteCal only through their EMS”?	Yes. See VoteCal RFP Attachment 1, Exhibit 2, Section E (Phase III Development, Overview of Development and Test Requirements and Constraints).
16	Section VI – Project Management, Business, and Technical Requirements	In reference to Page VI-16, Table VI.1, Req#S1.9, can the State define the “sources” and the term “pluggable interface” in the phrase “process voter registration data from new sources with only the addition of a pluggable interface”?	<p>Yes. SOS will add the following definitions to either the applicable RFP Section or the VoteCal RFP Glossary in a future Addendum.</p> <p>Pluggable interface: An interface that will enable the system to acquire new functionality by addition of new plug-ins without modification or re-compilation of system code.</p> <p>Source: External or internal origins of voter registration data.</p> <p>Plug-in: Software module/s capable of being hosted or integrated into another system to extend functionality of that system.</p>
17	Section VI – Project Management, Business, and Technical Requirements	<p>In reference to Page VI-32, Table VI.1, Req#S3.3:</p> <p>a. Will the State wish for historic data to be back-loaded?</p> <p>b. If yes, what range of material will be back-loaded?</p>	<p>a. Yes</p> <p>b. All available data</p> <p>The State will further clarify these topics in a future Addendum.</p>
18	Section VI – Project Management, Business, and Technical Requirements	In reference to Page VI-96, Table VI.2, Req#T4.3, is it a startup requirement to support 40,000,000 voter records?	Yes.

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19	Section VI – Project Management, Business, and Technical Requirements	<p>In reference to Page VI-102, Table VI.2, Req#T7.1:</p> <p>a. Does the State intend to limit audits to authenticated intranet users only?</p> <p>b. If not, is there a need to record anonymous access by IP address to voter history records available through the Public Website?</p>	<p>a. Yes.</p> <p>b. No. Anonymous access to voter history records will not be available through the Public Website.</p> <p>The State will further clarify these topics in a future Addendum.</p>
20	Section VI – Project Management, Business, and Technical Requirements	<p>In reference to Page VI-2, Sec. B:</p> <p>a. Where does the IV&V firm do the independent testing?</p> <p>b. Do they have a separate test bed facility?</p> <p>c. Is it their responsibility to keep it concurrent with whatever the CA system evolves to?</p> <p>d. Does the Contractor have responsibilities to the IV&V contractor with regard to the IV&V firm capabilities?</p>	<p>a. Within SOS' facility in Sacramento, CA.</p> <p>b. No.</p> <p>c. No.</p> <p>d. At the State's direction, the Contractor is responsible for sharing required information with IV&V and for being available to participate in meetings with IV&V as requested.</p>
21	Section VI – Project Management, Business, and Technical Requirements	<p>In reference to Page VI-7, Requirement P7:</p> <p>"If Bidder is awarded the Contract, an updated <i>Requirements Traceability Matrix</i> Plan shall be submitted to SOS for review and approval within ninety (90) calendar days of Contract Award..." Is the italicized text supposed to be the "Organizational Change Management Plan"?</p>	<p>Yes. This will be corrected in a future Addendum.</p>

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22	Section VI – Project Management, Business, and Technical Requirements	<p>In reference to Page VI-3 – VI-12, requirements P1-P11:</p> <ul style="list-style-type: none"> a. Of all plans referenced, only the Organizational Change Management Plan has a version accepted by SOS and available in the Bidders Library. Are any other SOS plans available in the Bidders Library? If yes, which ones? b. For the following specific requirements that reference VoteCal or SOS documents, will we be allowed to see these documents before we prepare our proposal? <ul style="list-style-type: none"> i. Page VI-4, Requirement P2: VoteCal integrated master schedule ii. Page VI-4, Requirement P3: SOS Quality Plan 	<ul style="list-style-type: none"> a. All approved plans have been published to the Bidder's Library. The Bidder is encouraged to review the library thoroughly and frequently (as new and/or updated content may be published as it becomes available). Please see http://www.sos.ca.gov/elections/votecal/bidders-library/ b. (i) Yes. The State anticipates publishing the Integrated Master Schedule to the Bidder's Library before the draft proposals are due. Note to Bidders: The Integrated Master Schedule is different than the Integrated Project Schedule, the latter of which is a Contractor responsibility (see Attachment 1, Exhibit 2 – Tasks and Deliverables, description of Deliverable I.2). (ii) Yes. The State will publish the approved Quality Management Plan to the Bidder's Library.

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23	Section VII – Cost Tables	<p>Please reference the recommended changes to the VoteCal System – Schedule of Deliverable Payments marked in Red in the attachment at the end of this document. “Attachment 1 – Contractor Recommended Schedule of Deliverable Payments”.</p> <p>a. Would the SOS accept the attached (see attached cost table) revised cost table which includes modification to the percentages in the cost tables?</p> <p>b. Please explain the timing and allocation of the Phase 0 (zero), 0.9% cost over the other Phases.</p>	<p>a. No, not as submitted. The State is open to changing the percent allocation for payment of deliverables; however, as a general operating principle, the State would not be willing to front load costs. In order for the State to consider a Bidder request to revise the current allocation, the revised payment/deliverable allocation proposed by the Bidder <u>and</u> an explanation of the Bidder’s rationale for that proposed allocation must be submitted on or before the next Key Action Date event for submitting Bidder questions and requests to change requirements KAD for event #14).</p> <p>b. Attachment 1, Exhibit, 2.C – VoteCal System - Schedule of Deliverable Payments explains that the 0.9% will be paid upon Acceptance of the final deliverable within each Phase, which, in most cases, will be the deliverable corresponding to the Final Report for the phase. The amount will be 0.9/7, where 7 is the total number of phases in the approved integrated project schedule. The State will provide a fuller explanation in a future Addendum.</p>
24	Attachment I- Statement of Work	Can the CA SOS please provide the cost to the vendor for additional work stations and software?	The State estimates that the one-time cost for each additional SOS workstation would be approximately \$5000. If the Contractor required a “development” workstation (e.g., one configured with programming software and tools), this would cost approximately \$8000. In all cases the State intends to recover actual costs only.
25	Attachment I – Statement of Work	In this section there is a reference to a HAVA Activity Sheet. Can the State provide an example of this item?	Yes. A copy of a HAVA Activity Sheet is available in the Bidder’s Library.

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26	Attachment I – Statement of Work	<p>Our company has an extensive resource base with skills that would be very valuable to the successful completion of the VoteCal project. However, the majority of these resources are located outside of Sacramento county. We are confident that a significant amount of the work for VoteCal can be effectively performed outside of Sacramento County, reducing the cost of the project and increasing the availability of resources and skill sets to support the success of the project.</p> <p>Bidder respectfully request the following modification and ask that the SOS accept the following proposed language: SOS will allow contractor's staff to work outside of Sacramento County and allow remote access to servers for development/testing purposes. All work will be done on vendor secure network and encrypted devices. Key staff will work predominantly in the SOS Sacramento office. No tasks shall be performed offshore.</p>	<p>No. The State does not accept the proposed modified language The RFP, in Attachment 1 – Statement of Work, Section 4.B. permits the Contractor to request an exemption from the State's on site work requirement. Prior to the State approving such an exemption, the Contractor would need to describe to the SOS VoteCal Project Director how effective and timely communications with off-site staff will be maintained. If the State approves off-site work, the Contractor must first attest to its compliance with all State and SOS security requirements and agree to the installation of a SOS managed router and WAN circuit at the Contractor's facility and at Contractor's expense. The SOS will not support the use of VPN access to its network.</p>

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27	Attachment I – Statement of Work	<p>Would the State be willing to accept the following change?</p> <p>Contractor grants....a non- exclusive unlimited, irrevocable, perpetual, royalty-free, non-exclusive right and license to use, modify, prepare derivative works based on, display and distribute the Source Code and Object Code of the Contractor Commercial Proprietary Software to State agencies and counties for VoteCal Project purposes.</p>	<p>No. However, the State will revise the language in a future Addendum to read, “Contractor grants....a non- exclusive unlimited, irrevocable, perpetual, royalty-free, non-exclusive right and license to use, modify, prepare derivative works based on, display and distribute the Source Code and Object Code of the Contractor Commercial Proprietary Software in conjunction with the VoteCal System Software to state agencies and counties in the United States of America for voter registration and other purposes”.</p>
28	Attachment I – Statement of Work	<p>Bidder would like to request that the following language be changed:</p> <ul style="list-style-type: none"> • two thousand five hundred dollars (\$2,500) per day to five hundred dollars (\$500) per day. • Bidder would like to request that the following language be added. <p>Subject to an aggregate cap during any single Phase will not exceed 2% of the total consideration to be received by Contractor for such Phase? Contractor is liable for a single liquidated damage assessment which shall be the sole monetary remedy available to the State.</p>	<p>No. The State will neither reduce the Liquidated Damages on a per day basis nor change the cap to be 2% of the contract value. The State is willing, however, to consider revising the Liquidated Damages requirement so the State could return to the Contractor some proportion of collected Liquidated Damages should the Contractor be able to reduce the number of days the project is delayed as measured by the date of approval of Deliverable VI.5.</p> <p>The revised Liquidated Damages requirement will be described in a future Addendum.</p>
29	Attachment I – Statement of Work	<p>The SOS requires a minimum of 10 State business days for testing of Software Deliverable without concurrent review of multiple Deliverables.</p> <p>Will SOS modify this requirement to allow for concurrent review of multiple deliverables with a maximum of 15 business days to review?</p>	<p>No. However, the State will revise the RFP to specify that the State will require a <u>maximum</u> of 10 business days (without concurrent reviews of deliverables) for review of deliverables submitted for approval. This revision will be included in a future Addendum.</p>

#	RFP REFERENCE	BIDDER QUESTION	STATE RESPONSE
30	Attachment I – Statement of Work	<p>The SOS requires a minimum of 10 State business days for document Deliverable review (20 days for 100 pages or more)</p> <p>a. Will the SOS stipulate a maximum of 15 business days for deliverables review which includes review of the draft as part of the review time?</p> <p>b. Will the SOS stipulate the following deliverable development and review process: Review Draft – 3 to 5 days Approve Final – 7 to 10 days</p>	<p>a. No.</p> <p>b. No. However, the State will revise the RFP to specify that SOS will require a maximum of 10 business days (20 business days for documents 100 pages or larger), without concurrent reviews of deliverables, for review of final deliverables submitted for approval. This revision will be included in a future Addendum.</p>
31	Attachment I – Statement of Work	<p>The SOS requires a minimum of 10 State business days for document Deliverable review (20 day for 100 pages or more).</p> <p>Can SOS provide a stipulation that a change Request for time and cost will be submitted for deliverable reviews that exceed the Integrated Project Schedule and DED specification when a delay is caused by other than the contractor?</p>	No. Please see VoteCal RFP Attachment 1, Section 8 - Change Control Procedures.
32	Attachment I – Statement of Work	<p>a. Bidder requests that the State change the holdback to ten percent (10%) which we believe is customary in the State of California.</p> <p>b. Bidder request that the State agree to release the holdback at the acceptance of Deliverable VI.7 – Final Report for Phase VI.</p>	<p>a. No.</p> <p>b. No.</p>

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33	Attachment 1 – Exhibit 2 Tasks and Deliverables	Would the SOS please provide a description and timeline of the certification process for the counties and an indication of how long that process will take?	The State will clarify this in a future Addendum.
34	Attachment 1 – Exhibit 2 Tasks and Deliverables	Bidder proposes removing “but not be limited to” from Item 10.e.2.	The State will remove this phrase in the referenced section of the RFP in a future Addendum.
35	Attachment II – IT General Provision Glossary of Terms and Acronyms	Would the State please explain the inconsistencies between the Glossary of Terms and Attachment II Definitions? For example, VoteCal Solution, System and System Software are not included in Attachment II.	Inconsistencies noted. The State will correct the inconsistent terms and definitions in a future addendum.
36	Attachment II – IT General Provisions	Would the State be agreeable to a warranty that there are no material defects in workmanship and that Deliverables will confirm in all material respects to applicable Specifications in the DED. Contractor will pass along all warranties provided by 3 rd party COTS vendors.	No.
37	Attachment II – IT General Provisions	Contractor complies with all applicable laws, including the Drug-free Workplace Act, and Contractor has a policy precluding drug use in the workplace and would be happy to provide a copy of the policy or excerpt relevant language from it. We will confirm individuals assigned to work on the contract would be subject to background investigations/drug screens, in accordance with Contractor’s normal processes and procedures, prior to being assigned to the contract. Would the State be willing to accept Contractor’s background check as certification?	Yes.

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38	Attachment II – IT General Provisions	<p>Model 401IT General Provision constitutes the State’s designated standard terms and conditions that are to be used in all IT services solicitation. Such terms give the State “Government Purpose Rights” to any Work Product delivered to the State under any IT services contracts. SOS special provisions in contrast give State title, right and interest to the Work Product, hence do not necessarily align with State’s objectives as set forth in the Model 401IT General Provision or the state-wide California Multiple Award Schedule (CMAS) IT General Provisions. In this instance, where there exists a conflict between the Model 401IT General Provisions or SOS Special Provisions, would we be correct in assuming the Model 401IT General Provisions would take precedence and govern rights to Work Product under a resulting contract?</p>	<p>No. The 401 IT General Provisions #37 Rights in the Work Product have been modified for the SOS VoteCal Procurement. At the top of Attachment II – IT General Provisions it states the following: “These IT General Provisions are for VoteCal only and are not to be used in other IT Contracts.”</p> <p>The State will rename this VoteCal RFP Attachment in a future Addendum.</p>

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39	Attachment III – IT Special Provisions	<p>Given that this is a fixed priced contract, Contractor assumes this provision is not applicable to this fixed price contract and requests that the following items be removed.</p> <p>3. Price Decline (Applicable to Third Party Contractors) Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer. Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.</p> <p>4. Price Decline (Applicable to Manufacturers) Prices quoted shall be the maximum for the contract period subject to any price escalation provisions reflected in the Statement of Work. However, should a price decline be announced by the manufacturer after contract award, but prior to the State taking title to the Equipment, it shall be passed on in total to the State by the manufacturer? Any interest, finance, or other charges based on the contract price will be recomputed using the original bid rates and the differences will also be passed to the State in total.</p> <p>Please confirm that the State be willing to remove these items?</p>	No. However, both items #3 and #4 are not applicable to this bid.

#	RFP REFERENCE	BIDDER QUESTION	STATE RESPONSE
40	Previous RFP Question	We have reviewed the questions and answers from the previous release of the RFP. Can we assume that the responses still apply to any that have not changed in the new RFP? If not, will you release an addendum with these corrections?	<p>RFP changes would have been included in VoteCal RFP addenda up to and including Addendum #4 to the degree that the State determined that:</p> <ul style="list-style-type: none"> Previously published Bidder questions and State responses (Q&A) sets associated with the current VoteCal RFP (published Oct 29, 2010) specified that the State would revise the RFP based on the Bidder question(s) and distribute those to Bidders via a "future addendum"; <p>and,</p> <ul style="list-style-type: none"> The State subsequently confirmed that such changes were necessary for the accuracy and clarity of the RFP.
41	Page numbering	<p>a. Due to the quantity of signed documents required for the response, will the State consider excluding page numbers as a requirement for the signed documents?</p> <p>b. If yes, is it possible to include these as attachments?</p>	<p>a. No.</p> <p>b. Bidder may elect to consider placing specific responses in Attachments to its Proposal and referencing the appropriate attachment page number from the body of the proposal response.</p>